

is required, the obligors (principal and surety, jointly and severally) agree to pay liquidated damages equal to the value of the merchandise involved in the default, or three times the value of the merchandise involved in the default if the merchandise is restricted or prohibited merchandise or alcoholic beverages, or such other amount as may be authorized by law or regulation. It is understood and agreed that whether the default involves merchandise is a determination made by Customs, that the amount to be collected under this condition shall be based upon the quantity and value of the merchandise as determined by Customs, and that value as used in these provisions means value as determined under 19 U.S.C. 1401a. If the principal defaults and the default does not involve merchandise, the obligors agree to pay liquidated damages of \$1,000 for each default, or such other amount as may be authorized by law or regulations.

(b) *Agreement to Pay Duties, Taxes, and Charges.* The obligors agree to pay any duties, taxes, and charges found to be due on any merchandise, properly admitted to the foreign trade zone or subzone, which is found to be missing from the zone or cannot be accounted for in the zone, it being expressly understood and agreed that the amount of said duties, taxes, and charges shall be determined solely by Customs.

(d) *Reimbursement and Exoneration of the United States.* The obligors agree to:

(1) Exonerate the United States and its officers from any risk, loss, or expense arising from the principal's operation of the foreign trade zone or subzone;

(2) Pay the compensation and expenses of any Customs officer, as required by law or regulations.

(e) *Payment of Annual Fee.* The principal agrees to pay timely any annual fee or fees as provided in the Customs Regulations. If the principal defaults, the obligors agree to pay liquidated damages equal to the amount of the annual fee due but not paid and an amount equal to one percent of the annual fee for each of the first seven days the annual fee is in arrears, two percent of the annual fee for each of the succeeding seven days the annual fee is

in arrears, and three percent of the annual fee for each day thereafter in which the annual fee is in arrears.

(c) *Agreement to comply with Importer Security Filing requirements.* The principal agrees to comply with all Importer Security Filing requirements set forth in part 149 of this chapter including but not limited to providing security filing information to Customs and Border Protection (CBP) in the manner and in the time period prescribed by regulation. If the principal defaults with regard to any obligation, the principal and surety (jointly and severally) agree to pay liquidated damages of \$5,000 for each violation.

[T.D. 84-213, 49 FR 41171, Oct. 19, 1984, as amended by T.D. 86-16, 51 FR 5063, Feb. 11, 1986; T.D. 88-72, 53 FR 45902, Nov. 15, 1988; T.D. 94-81, 59 FR 51495, Oct. 12, 1994; T.D. 01-26, 66 FR 16854, Mar. 28, 2001; CBP Dec. 08-46, 73 FR 71781, Nov. 25, 2008]

§ 113.74 Bond conditions to indemnify a complainant under section 337 of Tariff Act of 1930, as amended.

A bond to indemnify a complainant under section 337 of the Tariff Act of 1930, as amended, must contain the conditions listed in appendix B to this part. The bond must be a single entry bond and must be filed in accordance with the provisions set forth in 19 CFR 12.39(b)(2). For the forfeiture or return of this bond, the provisions of 19 CFR 210.50(d) will apply.

[T.D. 00-87, 65 FR 77815, Dec. 13, 2000]

§ 113.75 Bond conditions for deferral of duty on large yachts imported for sale at United States boat shows.

A bond for the deferral of entry completion and duty deposit pursuant to 19 U.S.C. 1484b for a dutiable large yacht imported for sale at a United States boat show must conform to the terms of appendix C to this part. The bond must be filed in accordance with the provisions set forth in § 4.94a of this chapter.

[68 FR 13626, Mar. 20, 2003]

APPENDIX A TO PART 113—AIRPORT
CUSTOMS SECURITY AREA BOND

AIRPORT CUSTOMS SECURITY AREA BOND

Bureau of Customs and Border Protection, DHS, Treasury

Pt. 113, App. B

(name of principal)
of _____
and _____

(name of surety)
of _____
are held and firmly bound unto the United States of America in the sum of _____ dollars (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, 19____.

WHEREAS, the principal (including the principal's employees, agents, and contractors) desires access to Customs airports security areas located at _____ Airport during the period of one year beginning on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____, both dates inclusive;

Now, Therefore, the Condition of this Obligation is Such That—

The principal agrees to comply with the Customs Regulations applicable to Customs security areas at airports.

If the principal defaults on the condition of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of \$1,000 for each default or such other amount as may be authorized by law or regulation.

Signed, Sealed, and Delivered in the Presence of—

Name
Address

Name
Address
Principal (SEAL)

Name
Address

Name
Address

Name
Address
Surety (SEAL)

Name
Address

[54 FR 10536, Mar. 14, 1989]

APPENDIX B TO PART 113—BOND TO INDEMNIFY COMPLAINANT UNDER SECTION 337, TARIFF ACT OF 1930, AS AMENDED

This appendix contains the bond to indemnify a complainant under section 337 of the Tariff Act of 1930, as amended. The provisions contained in §§12.39(b)(2) and 113.74 of the Customs Regulations (19 CFR Chapter I) and §210.50(d) of the U.S. International Trade Commission Regulations (19 CFR Chapter II) apply.

BOND TO INDEMNIFY COMPLAINANT UNDER SECTION 337, TARIFF ACT OF 1930, AS AMENDED

_____ as principal and _____ as surety, are held and bound to _____, as the complainant in U.S. International Trade Commission case/investigation number _____, of unfair practices or methods of competition in import trade in violation of section 337, Tariff Act of 1930, as amended, in the sum of _____ dollars (\$ _____), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these conditions.

Pursuant to the provisions of section 337, Tariff Act of 1930, as amended, the principal and surety recognize that the Commission has, according to the conditions described in its order, excluded from, or authorized, entry into the United States of the following merchandise

_____ under entry number _____, dated _____.

The principal and surety recognize that the Commission has excluded that merchandise from entry until its investigation is completed, or until its decision that there is a violation of section 337 becomes final.

The principal and surety recognize that certain merchandise excluded from entry by the Commission was, or may be, offered for entry into the United States while the Commission's prohibition is in effect.

The principal and surety recognize that the principal desires to obtain a release of that merchandise pending a final determination of the merchandise's admissibility into the United States, as provided under section 337, and, for that purpose, the principal and surety execute this stipulation:

If it is determined, as provided in section 337 of the Tariff Act of 1930, as amended, to exclude that merchandise from the United States, then, on notification from the port director of Customs, the principal is obligated to export or destroy under Customs supervision the merchandise released under